

SUPREME COURT: STATE OF NEW YORK  
COUNTY OF SCHENECTADY

Index No.: 2016-441  
Date Purchased:  
SUMMONS

-----X  
[REDACTED] an infant, by ALEXIS  
ESTRADA, Individually, and as parent and natural  
guardian,

Plaintiffs designate  
Schenectady County as the  
place of trial.

Plaintiffs,

- against -

The basis of venue is: Plaintiffs'  
residence  
Plaintiffs reside at:  
Schenectady, NY  
County of Schenectady

KEMPER FINANCIAL INDEMNITY COMPANY  
and ~~KEMPER INDEPENDENCE INSURANCE~~  
COMPANY,


Defendants.  
-----X

FILED  
2016/02/23 12:34:33 P.  
CLERK OF COURT  
JUDITH A. WOODWARD  
Schenectady County, New York  
2016-02

To the above named Defendants:

You are hereby summoned to answer the complaint in this action, and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the plaintiff's attorneys within twenty days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or, within 30 days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: February 23, 2016

  
JOSEPH E. O'CONNOR, ESQ.  
MAINETTI, MAINETTI & O'CONNOR, P.C.  
Attorneys for Plaintiffs  
130 N. Front Street  
Kingston, New York 12401  
(845) 331-9434

To: KEMPER FINANCIAL INDEMNITY COMPANY, One East Wacker Drive, Suite  
3700, Chicago, IL 60601

KEMPER INDEPENDENCE INSURANCE COMPANY, 12926 Gran Bay Parkway  
West, Jacksonville, FL 32258

SUPREME COURT: STATE OF NEW YORK  
COUNTY OF SCHENECTADY

-----X  
[REDACTED] an infant, by ALEXIS  
ESTRADA, Individually, and as parent and natural  
guardian,

Plaintiffs,

against -

KEMPER FINANCIAL INDEMNITY COMPANY  
and KEMPER INDEPENDENCE INSURANCE  
COMPANY,

Defendants.

COMPLAINT

Index No.: 2016-441

Date Purchased:

-----X  
Plaintiffs, [REDACTED], an infant, by ALEXIS ESTRADA,  
Individually, and as parent and natural guardian, by their attorneys, MAINETTI,  
MAINETTI & O'CONNOR, P.C., complaining of the Defendants, KEMPER  
FINANCIAL INDEMNITY COMPANY and KEMPER INDEPENDENCE  
INSURANCE COMPANY, respectfully set forth and allege, upon information and  
belief, as follows:

1. At all times hereinafter alleged, the plaintiffs [REDACTED], an  
infant, by ALEXIS ESTRADA, Individually, and as parent and natural  
guardian, resided in the County of Schenectady, State of New York.
2. That at all times hereinafter mentioned and upon information and belief,  
the Defendant, KEMPER FINANCIAL INDEMNITY COMPANY was and  
still is an insurance company duly organized and existing under and by

RECEIVED  
APR 12 2016  
CLERK OF COURT  
STATE OF NEW YORK  
COUNTY OF SCHENECTADY

virtue of the Laws of the State of New York.

3. Upon information and belief, at all times hereinafter mentioned, the Defendant, KEMPER FINANCIAL INDEMNITY COMPANY was and still is a foreign corporation and duly authorized to do business within the State of New York.
4. Upon information and belief, at all times hereinafter mentioned, the Defendant, KEMPER FINANCIAL INDEMNITY COMPANY was and still is a domestic corporation and duly authorized to do business within the State of New York.
5. That at all times hereinafter mentioned, upon information and belief, the Defendant, KEMPER FINANCIAL INDEMNITY COMPANY was and still is a foreign corporation and duly authorized to conduct business within the State of New York.
6. That at all times hereinafter mentioned, upon information and belief, the Defendant, KEMPER FINANCIAL INDEMNITY COMPANY was and still is a domestic corporation and duly authorized to conduct business within the State of New York.
7. That at all times hereinafter mentioned, the Defendant KEMPER FINANCIAL INDEMNITY COMPANY was and still is a business entity doing business in the State of New York.



8. That at all times hereinafter mentioned, upon information and belief, the Defendant, KEMPER FINANCIAL INDEMNITY COMPANY contracted to supply goods and/or services within the State of New York.
9. That at all times hereinafter mentioned and upon information and belief, the Defendant, KEMPER INDEPENDENCE INSURANCE COMPANY, was and still is an insurance company duly organized and existing under and by virtue of the Laws of the State of New York.
10. Upon information and belief, at all times hereinafter mentioned, the Defendant, KEMPER INDEPENDENCE INSURANCE COMPANY, was and still is a foreign corporation and duly authorized to do business within the State of New York.
11. Upon information and belief, at all times hereinafter mentioned, the Defendant, KEMPER INDEPENDENCE INSURANCE COMPANY was and still is a domestic corporation and duly authorized to do business within the State of New York.
12. That at all times hereinafter mentioned, upon information and belief, the Defendant, KEMPER INDEPENDENCE INSURANCE COMPANY was and still is a foreign corporation and duly authorized to conduct business within the State of New York.
13. That at all times hereinafter mentioned, upon information and belief, the Defendant, KEMPER INDEPENDENCE INSURANCE COMPANY was and still is a domestic corporation and duly authorized to conduct business

within the State of New York.

14. That at all times hereinafter mentioned, upon information and belief, the Defendant, KEMPER INDEPENDENCE INSURANCE COMPANY, was and still is a business entity doing business in the State of New York.
15. That at all times hereinafter mentioned, upon information and belief, the Defendant, KEMPER INDEPENDENCE INSURANCE COMPANY, contracted to supply goods and/or services within the State of New York.
16. That heretofore and on or about August 31, 2011, the Infant plaintiff, [REDACTED] was a lawful pedestrian who was struck by a motor vehicle owned by Nora A. Fennell, and operated by one "John Doe", and was insured by Travelers Property Casualty Company of America. Nora A. Fennell's insurance carrier, Travelers Property Casualty Company of America, has disclaimed coverage due to the fact that "John Doe" stole the vehicle from their insured.
17. That said Infant plaintiff had available to him a policy that provides supplementary underinsured motorist coverage at the time of the motor vehicle accident on August 31, 2011, as aforesaid through the insurance policy of his grandmother, Elizabeth Green; namely the Defendants herein KEMPER FINANCIAL INDEMNITY COMPANY and KEMPER INDEPENDENCE INSURANCE COMPANY.
18. That the Infant plaintiff, [REDACTED] sustained permanent injuries that exceeded the policy limits of the offending motor vehicle.

19. That the Infant plaintiff [REDACTED], and ALEXIS ESTRADA, Individually, and as parent and natural guardian of Infant plaintiff, bring action for the injuries that Infant plaintiff sustained which were serious enough under the Insurance Law of the State of New York, to be compensated to the extent provided by law, for her pain, suffering, disfigurement and damages, both past and present.
20. The Defendant carriers, KEMPER FINANCIAL INDEMNITY COMPANY and KEMPER INDEPENDENCE INSURANCE COMPANY, have failed to provide SUM benefits to the Infant plaintiff herein.
21. That the damages sustained by the Plaintiffs exceed the jurisdictional limit of any lower Court.

WHEREFORE, the Plaintiffs, [REDACTED] an infant, by ALEXIS ESTRADA, Individually, and as parent and natural guardian demand judgment against the defendant, KEMPER FINANCIAL INDEMNITY COMPANY and KEMPER INDEPENDENCE INSURANCE COMPANY, in a sum which exceeds the jurisdictional limits of all lower courts which otherwise might have jurisdiction in this matter, all together with the costs and disbursements of this action and such other and further relief as the Court may deem just and proper.

Dated: February 23, 2016

Yours, etc.



---

JOSEPH E. O'CONNOR, ESQ.  
MAINETTI, MAINETTI & O'CONNOR, P.C.  
Attorneys for Plaintiff  
130 N. Front Street  
Kingston, New York 12401  
(845) 331-9434